

4-3052 07-02

A G R E E M E N T

between

Bloomfield Board of Education
and
Bloomfield Public Schools Service Association

July 1, 1979 to June 30, 1980
and

July 1, 1980 to June 30, 1981

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1. PREAMBLE

This Agreement of twenty-two (22) pages entered into this _____ day of _____, 1979, by and between the Board of Education of the Town of Bloomfield, New Jersey, hereinafter called the "Board" and the Bloomfield Public Schools Service Association, hereinafter called the "Association" is for the school fiscal year beginning July 1, 1979 and ending June 30, 1980 and for the school fiscal year beginning July 1, 1980 and ending June 30, 1981 and is in accordance with Chapter 303, Laws of 1968.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this instrument to be duly executed by their proper officers and their seal affixed, the day and year first above written.

President
Bloomfield Board of Education

President
Bloomfield Public Schools Service
Association

Attest:

Secretary
Bloomfield Board of Education

Secretary
Bloomfield Public Schools Service
Association

2. RECOGNITION

- WHEREAS, the Bloomfield Public Schools Service Association represents the majority of the custodial and maintenance employees of the Bloomfield Board of Education whose salaries are determined in accordance with the custodial and maintenance salary guides, and
- WHEREAS, Chapter 303 of the laws of 1968 provides that an association which enrolls the majority of public employees in specific category of employment is the legal negotiating unit for such employees, now, therefore, be it
- RESOLVED, that the Bloomfield Board of Education recognizes the Bloomfield Public Schools Service Association as the official negotiating unit for those persons on the custodial and maintenance salary guides who are under contract to the Bloomfield Board of Education for the school year 1979-1980 and 1980-1981.

3. NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good faith effort to reach an agreement on matters concerned with the terms and conditions of custodial, grounds and maintenance employees employment and grievance procedures. Such negotiations shall begin not later than November 1 of the calendar year preceding the school fiscal year in which this Agreement shall be in effect. Any agreement so negotiated shall apply to all custodial, grounds, and maintenance personnel, be reduced to writing and be signed by the Board and the Association. During negotiations all agreements made by both parties shall be tentative until the entire Agreement has been negotiated.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection, records deemed to be pertinent to the conditions of employment except those defined as classified and confidential by the State Department of Education. Not later than January 15 of each year, the Board shall provide the Association with a tentative budget figure for the next school fiscal year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be authorized to make proposals, consider proposals, and make counterproposals in the course of negotiations; however, final authority to approve proposals shall rest with the Board of Education and the Bloomfield Public Schools Service Association according to the Constitution and By-Laws of the Association.

3. NEGOTIATION PROCEDURE (cont'd)

- D. If the Board and the Association are unable to agree, then either party may request of the other that the matter shall be submitted to advisory mediation. Such requests shall be in writing, and the acquiescence therein shall also be in writing. If either party refuses such request, the matter will be referred to the New Jersey Public Employment Relations Commission.

The Board and the Association each shall select an advisor and notify the other of the advisor selected within ten (10) work days after the request for advisory mediation. A third member, who shall be chairman, shall be named by the first two within ten (10) work days.

This advisory board shall report recommendations for settlement within ten (10) work days. The recommendations shall be submitted to both parties and shall be made public.

Each advisor shall be paid by the party selecting him, and the expense of the chairman shall be shared equally by the Board and the Association.

- E. In the event an agreement cannot be reached, the matter shall be referred to the New Jersey Public Employment Relations Commission for fact finding and/or advisory mediation.

MISCELLANEOUS

A committee of three representatives of each party shall meet to discuss the administration of this Agreement upon request of either party at times mutually agreed. This committee shall not intrude upon the grievance procedure.

This Agreement shall not be modified in whole or in part nor shall additional items be added by the parties except by an amendment in writing approved by the Board and the Association.

4. GRIEVANCE PROCEDURE

Definitions

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. GRIEVANCE PROCEDURE (Cont'd)

Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

Procedure

Each employee has a right to be heard by his supervisor, principal, assistant superintendents, superintendent, and board of education, on conditions concerning his employment. It is understood that he will proceed through the levels outlined in this procedure. Grievances shall be submitted on a form available in the Office of the Principal.

All employees, including grievant or grievants, shall continue under the direction of the superintendent and other administrators, regardless of the pendency of the grievance until such grievance is officially resolved. The continuance of duty will not constitute an agreement as to the disposition of the grievance.

It is the intent of both parties in interest to process all grievances as expeditiously as possible.

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Concerning all levels, both parties shall adhere to the following schedules for submitting and processing grievances except under unusual and extenuating circumstances.

A grievance to be considered under this procedure must be initiated by the grievant within twenty (20) calendar days.

Level 1: Any employee covered by this Agreement who has a grievance shall discuss it first with his principal or immediate supervisor in an attempt to resolve the matter informally at that level.

Level 2: If, as a result of the discussion, the matter is not resolved satisfactorily within five (5) school days, the grievant shall

4. GRIEVANCE PROCEDURE (Cont'd)

set forth his grievance in writing to the principal specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the results of previous discussion; and
- d. his dissatisfaction with decisions previously rendered.

The principal or immediate supervisor shall communicate his decision to the grievant in writing within five (5) school days of receipt of the written grievance.

- Level 3. The grievant, no later than five (5) school days after receipt of the decision in the foregoing Level, may appeal the decision to the Superintendent. The appeal to the Superintendent must be made in writing reciting the matter as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as promptly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the grievant.
- Level 4. If the grievance is not resolved to the grievant's satisfaction, he may request, no later than five (5) school days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.
- Level 5. If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Association wishes review by a third party, the grievance may be submitted to arbitration. If arbitration is requested, the Association shall notify the Board within ten (10) school days of receipt of the Board's decision in Level 4. Grievances concerning (a) any matter for which a specific method of review is prescribed either by law or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope

4. GRIEVANCE PROCEDURE (Cont'd)

of Board authority or limited to action by the Board alone and (b) any matter not specifically part of this Agreement shall not be deemed to be arbitrable.

The American Arbitration Association shall be requested to submit a roster of persons qualified to function as an impartial arbitrator in the dispute in question and the arbitration shall be conducted in accordance with its rules and regulations.

The arbitrator shall limit himself to the interpretation and application of the terms of the Agreement, to the issues submitted to him, and shall not add to, nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be advisory only.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

MISCELLANEOUS

1. Any grievant may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association.
2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this section.

5. BOARD OF EDUCATION'S LEGAL PREROGATIVES

The right to manage the school system and to direct the personnel and operation of the schools, subject to the limitations of this Agreement, is exclusively vested in and retained by the Board. Furthermore, nothing in this agreement shall be construed to diminish or remove from the Bloomfield Board of Education, the authority or responsibilities which are vested in it by New Jersey Revised Statutes Title 18A.

6. CUSTODIAL AND MAINTENANCE CALENDAR 1979-1980

The following are the days when custodial and maintenance personnel will not report to work except for:

1. Keeping heat in buildings to protect from freezing.
2. Removal of snow.
3. Emergency reasons.

1979

July	4	Wednesday	Independence Day
September	3	Monday	Labor Day
October	8	Monday	Columbus Day
November	21	Wednesday	*Early Dismissal
	22	Thursday	Thanksgiving
	23	Friday	Closed
December	21	Friday	*Early Dismissal
	24	Monday	Closed
	25	Tuesday	Christmas
	31	Monday	Closed

1980

January	1	Tuesday	New Year
February	18	Monday	Washington's Birthday
April	4	Friday	Good Friday
May	26	Monday	Memorial Day
June	27	Friday	Closed

*Early Dismissal Closing Hours:

7:30 - 4:30 shift - close at 2:30 p.m.
10:00 - 7:00 shift - close at 5:00 p.m.
2:00 - 11:00 shift - close at 9:00 p.m.

6. CUSTODIAL AND MAINTENANCE CALENDAR 1980-1981

This calendar will be developed when the 1980-1981 school calendar has been completed. It will follow the same pattern as the 1979-1980 Custodial and Maintenance Calendar, and will consist of thirteen (13) paid holidays.

7. DAILY WORK SCHEDULES AND OVERTIME POLICY

DAILY WORK SCHEDULES

In order to comply with recently amended provisions of the Fair Labor Standards Act, the following daily work schedules will become effective April 1, 1968. These schedules are based on a straight forty (40) hour work week for the twelve months of the year.

BUILDING CUSTODIANS

The regular work day for all full time building personnel will be:

- (a) First shift: 7:30 A.M. to 4:30 P.M. (1 hour lunch)
- (b) Second shift in schools open until 7:00 P.M.:
10:00 A.M. to 7:00 P.M. (1 hour lunch)
- (c) Late shift in secondary schools:
2:00 P.M. to 11:00 P.M. (1 hour dinner)

MAINTENANCE DEPARTMENT AND GROUNDS CREW

- (a) First shift: 8:00 A.M. to 4:30 P.M. (1/2 hour lunch)
- (b) Second shift: 10:00 A.M. to 7:00 P.M. (1 hour lunch)

OVERTIME POLICY

1. When regular school programs or building rentals are scheduled during the above specified hours on weekdays, no custodial overtime will normally be authorized. It is intended that second shift men (until 7:00 P.M.) and late shift men (until 11:00 P.M.) will provide basic service for most such school or rental groups.
2. Card parties, dance recitals and other special events attended by several hundred persons may need special services requiring an additional man on duty. Please obtain prior authorization from the Board Office to assign a man on overtime, as the renting organization will be charged extra for his time.
3. All absences of full time or part time personnel are to be reported to the Board Office promptly by telephone so that substitute service may be arranged early.
4. Report all overtime worked while burglar alarm systems are being repaired to the Board Office on the next regular work day.
5. Please use ball point pen, no pencil, to complete overtime report sheets.
6. Overtime assignments are to be divided equally among all custodians assigned to a building.

OVERTIME COMPENSATION

1. One and one-half times the regular hourly rate will be paid for all hours after eight (8) hours in any day.
2. Time and a half will be paid for all regular building checks during the period of the year when a building check is required every 24 hours, when buildings are unoccupied on Saturdays, Sundays and calendar holidays. If buildings are rented or otherwise occupied on Saturdays, Sundays or calendar holidays, the building check will be made during the hours of occupancy, and no additional overtime will be paid.
3. Required work on the following holidays shall be paid at twice the regular hourly rate for the period worked: July 4, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Washington's Birthday, Easter Sunday, and Memorial Day.

8. VACATION POLICY

1. The vacation entitlement for full time, twelve month custodial, grounds and maintenance personnel will be:

<u>Experience on the Job as of July 1</u>	<u>Number of Work Days Vacation Entitlement</u>
Less than twelve months	1/2 day for each full month employed NO ALLOWANCE FOR LESS THAN A FULL MONTH
More than one full year and <u>less than ten full years</u>	11 work days (2 weeks)
10 full years	12 work days
11 full years	13 work days
12 full years	14 work days
13 full years	15 work days
14 full years	16 work days (3 weeks)
15 full years	17 work days
16 full years	18 work days
17 full years	19 work days
18 full years	20 work days
19 full years	21 work days (4 weeks)

2. Timing of Vacations

- A. Building custodian vacations will be taken during the time from the close of school in June through the months of July and August.
- B. Building head custodians will plan their vacations so as to be on duty during the last week of August. Exceptions to this rule should be requested through the Board office.
- C. Maintenance department and grounds crew personnel vacations may be scheduled during any month, subject to the supervisor's approval.
- D. Maintenance department and grounds crew members who carry over vacation days will take these days off during the months of September through June.

3. Non-Accrual

- A. All vacation time is to be used each year and shall not be accrued.
- B. Overtime will not be accumulated for vacation purposes.

4. Vacation Schedules

Vacation schedules will be submitted to the Board office by principals and supervisors on or before June 1. Please use 8½ x 11 paper.

BOARD OF EDUCATION
Bloomfield, New Jersey

RESOLVED, that the following schedule shall be and hereby is adopted as a guide for the salaries of employees of the Board of Education, effective as to the custodial staff, only upon the recommendation of the Board Secretary, when said recommendation has been approved by the Board. The following guide shall not under any circumstances be considered as mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education upon recommendation as aforesaid.

SALARY GUIDE FOR CUSTODIANS
Effective July 1, 1979

<u>Step</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Step</u>
1	\$11840	\$11140	\$10563	1
2	12140	11440	10863	2
3	12440	11740	11163	3
4	12740	12040	11463	4
5	13040	12340	11763	5
6	13340	12640	12063	6
7	13640	12940	12363	7
8	13940	13240	12663	8
9	14240	13540	12963	9
10	14540	13840	*13563	10
11	*15140	*14440		11
Yearly Increment	(300)	(300)	(300)	
*Double Increment				
Class I - Head Custodians in Junior and Senior High Schools, Head Groundsman.				
Class II - Head Custodians in Elementary Schools, Custodian in School Administration Building, Assistant Head Custodians in Junior and Senior High Schools.				
Class III- Assistant Custodians at all school locations.				
Assistant Head Custodians or Assistant Custodians who supervise Building Aides from 3:00-7:00 P.M. shall receive \$100 per year above their regular step.				
The Assistant Head Custodian at the Senior High School shall receive \$300 per year above his regular step.				
The Head Custodian at the Senior High School shall receive \$350 per year above his regular step.				
SERVICE INCREMENT: A \$155 annual Continuous Service Increment will be paid to each employee who has completed eleven years of service, until he or she becomes eligible for Longevity. Military service is not to be counted in determining eligibility for this increment. This payment ends when longevity begins.				
LONGEVITY: \$308 additional after 20 years of service <u>OR</u> at age 60, increased to \$340 after 25 years of service, and further, \$278 additional after 30 years of service (as of June 30, 1978, with at least 10 consecutive years of service in Bloomfield). Maximum possible longevity is \$618. . .				

BOARD OF EDUCATION
Bloomfield, New Jersey

RESOLVED, that the following schedule shall be and hereby is adopted as a guide for the salaries of employees of the Board of Education, effective as to the custodial staff, only upon the recommendation of the Board Secretary, when said recommendation has been approved by the Board. The following guide shall not under any circumstances be considered as mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education upon recommendation as aforesaid.

SALARY GUIDE FOR CUSTODIANS
Effective July 1, 1980

<u>Step</u>	<u>Class I</u>	<u>Class II</u>	<u>Class III</u>	<u>Step</u>
1	\$12530	\$11790	\$11175	1
2	12840	12100	11485	2
3	13150	12410	11795	3
4	13460	12720	12105	4
5	13770	13030	12415	5
6	14080	13340	12725	6
7	14390	13650	13035	7
8	14700	13960	13345	8
9	15010	14270	13655	9
10	15320	14580	*14275	10
11	*15940	*15200		11
Yearly Increment	(310)	(310)	(310)	

*Double Increment

Class I - Head Custodians in Junior and Senior High Schools, Head Groundsman

Class II - Head Custodians in Elementary Schools, Custodian in School Administration Building, Assistant Head Custodians in Junior and Senior High Schools.

Class III - Assistant Custodians at all school locations.

Assistant Head Custodians or Assistant Custodians who supervise Building Aides from 3:00-7:00 P.M. shall receive \$125 per year above their regular step.

The Assistant Head Custodian at the Senior High School shall receive \$325 per year above his regular step.

The Head Custodian at the Senior High School shall receive \$375 per year above his regular step.

SERVICE INCREMENT: A \$155 annual Continuous Service Increment will be paid to each employee who has completed eleven years of service, until he or she becomes eligible for Longevity. Military service is not to be counted in determining eligibility for this increment. This payment ends when longevity begins.

LONGEVITY: \$308 additional after 20 years of service OR at age 60, increased to \$340 after 25 years of service, and further, \$278 additional after 30 years of service (as of June 30, 1980, with at least 10 consecutive years of service in Bloomfield). Maximum possible longevity is \$618. . .

BOARD OF EDUCATION
Bloomfield, New Jersey

RESOLVED, that the following schedule shall be and hereby is adopted as a guide for the salaries of employees of the Board of Education, effective as to the maintenance staff, only upon the recommendation of the Board Secretary, when said recommendation has been approved by the Board. The following guide shall not under any circumstances be considered as mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education.

SALARY GUIDE FOR MAINTENANCE PERSONNEL
Effective July 1, 1979

Step	Main. Foreman	Carpenters, Electricians, Mason and Plumber	Painter	General Mechanic I	General Mechanic II	General Utility	Step
1	\$13730	\$12960	\$12410	\$11900	\$11700	\$11350	1
2	14080	13310	12760	12250	12000	11650	2
3	14430	13660	13110	12600	12300	11950	3
4	14780	14010	13460	12950	12600	12250	4
5	15130	14360	13810	13330	12900	12550	5
6	15480	14710	14160	13650	13200	12850	6
7	15830	15060	14510	14000	13500	13150	7
8	16180	15410	14860	14350	13800	13450	8
9	16530	15760	15210	14700	14100	13750	9
10	*17230	*16460	*15910	*15400	*14700	*14350	10
Yearly (350) Increment		(350)	(350)	(350)	(300)	(300)	
*Double Increment							

SERVICE INCREMENT: A \$155 annual Continuous Service Increment will be paid to each employee who has completed eleven years of service, until he or she becomes eligible for Longevity. Military service is not to be counted in determining eligibility for this increment. This payment ends when longevity begins.

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Bloomfield, New Jersey

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SALARY GUIDE FOR MAINTENANCE PERSONNEL
Effective July 1, 1980

Step	Main. Foreman	Carpenters, Electricians, Mason and Plumber	Painter	General Mechanic I	General Mechanic II	General Utility	Step
1	\$14490	\$13680	\$13100	\$12560	\$12375	\$12005	1
2	14855	14045	13465	12925	12685	12315	2
3	15220	14410	13830	13290	12995	12625	3
4	15585	14775	14195	13655	13305	12935	4
5	15950	15140	14560	14020	13615	13245	5
6	16315	15505	14925	14385	13925	13555	6
7	16680	15870	15290	14750	14235	13865	7
8	17045	16235	15655	15115	14545	14175	8
9	17410	16600	16020	15480	14855	14485	9
10	*18140	*17330	*16750	*16210	*15475	*15105	10
Yearly	(365)	(365)	(365)	(365)	(310)	(310)	
Increment							
*Double Increment							

SERVICE INCREMENT: A \$155 annual Continuous Service Increment will be paid to each employee who has completed ten years of service, until he or she becomes eligible for Longevity. Military service is not to be counted in determining eligibility for this increment. This payment ends when longevity begins.

LONGEVITY: \$308 additional after 20 years of service OR at age 60, increased to \$340 after 25 years of service, and further, \$278 additional after 30 years of service (as of June 30, 1980, with at least ten consecutive years of service in Bloomfield). Maximum possible longevity is \$618. . .

11. RULES GOVERNING EMPLOYEE'S ABSENCES

A. Sick Leave

1. The Board will grant fourteen (14) days of sick leave per year, on the basis of 1.2 days per month, to each full-time employee without deduction in pay, such leave being credited as of the first day of the school year. Unused sick leave in any year shall be allowed to accumulate.
2. Deduction of sick days allowable at the same rate may be made if the employee resigns or leaves before the completion of the school year.
3. In case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board of Education.
4. Sick leave is hereby defined : to mean the absence from his or her post of duty, of the employee because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
5. Terminal Leave - effective September 1, 1977. Employees will be paid a substitute's rate of pay of \$21.20 per day for one (1) day for every four (4) days of unused, accumulated sick leave upon retirement following six (6) months written notice, except in event of emergency, to the Board of their intention to retire. The maximum allowable accumulation of unused sick leave days shall be two hundred (200) with respect to this provision.

B. Extended Absence for Illness

When absence, under circumstances described above, exceeds the annual leave and the accumulated leave, the Board will consider each case on its individual merits.

C. Allowance for Absence Other than Personal Illness

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulative for use in another year:

1. Death in the Immediate Family - An allowance of up to five days leave shall be granted.

Definition: Immediate family shall include - Husband, wife, mother, mother-in-law, father, father-in-law, child, sister, brother, grandfather, grandmother, or anyone making his or her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee.

2. Serious Illness in the Immediate Family - An allowance of up to three days leave shall be granted. (Immediate family same as (1) above.)
3. Death of Relative of the Second Degree - An allowance of one day's leave shall be granted.

Definition: Uncle, aunt, niece, nephew, cousin, or relative by marriage.

D. Other Emergencies of Personal Nature

An allowance of up to a total of three (3) days leave during a school year, with prior approval, by the Superintendent of Schools for the following reasons:

(The three (3) day allowance is the total leave for 1, 2, 3, and 4. It is not three days leave for each.)

1. Observance of a day of holy obligation (days on which the religious tenets of an employee's faith prohibits work).
2. Court subpoena.
3. Marriage of employee.
4. A personal day may be taken from the three days allowed in Section D, if a letter is submitted to the Superintendent of Schools, preferably in advance, stating that the day's leave was necessary for urgent personal reasons. This provision may be rescinded temporarily or permanently by the Board upon recommendation of the Superintendent if abuses are evident. This may be done by a letter to the Association giving thirty days notice.
5. Any other emergency or urgent reason not included in (1) to (3) above, if approved by the Superintendent of Schools or the Board of Education.

E. An allowance of a total of one (1) day leave during a school year, with prior approval for the following:

(The one (1) day allowance is the total leave for 1, 2, 3, 4, 5, 6, 7, and 10. It is not one day for each.)

1. Moving.
2. House Closing.
3. Graduation of son, daughter, or spouse from college.
4. To receive a degree.
5. To take a special professional examination.
6. To enter a son or daughter into his or her first year of college, provided a formal request is made to the Superintendent at least one (1) week prior to the day requested.
7. To settle an estate.

8. For paternity (2 days).
 9. One (1) day will be allowed for both moving and house closing, if required.
 10. Any other emergency or urgent reason not included in (1) to (9) above, if approved by the Superintendent of Schools or the Board of Education.
- F. For the protection of the employee and for the proper payroll accounting and audit, every absence for a half day or more must be accounted for on the regular Board of Education Employee's Absence Report.

12. MATERNITY LEAVE POLICY

Maternity leave will be granted in accordance with applicable New Jersey law.

The removal of any tenured or non-tenured employee from her duties should not be based solely on the fact of pregnancy of a specific number of months.

The removal of such an employee would be based on a noticeable decline in her performance, failure to produce certification from her physician concurred in by the Board's physician that she is medically able to continue her duties, or for any other just cause.

A tenured or non-tenured employee may apply to the Board for a leave of absence without pay and shall be granted that leave at any time before the expected date of birth and continuing to a specific date after the birth. Date of return may be further extended for proper cause. The Board of Education need not extend the leave of absence of a non-tenured employee beyond the end of the contract school year in which that leave is obtained.

A tenured or non-tenured employee may not be barred from returning except for lack of sufficient medical evidence of capability or because of failure to specify a date of return.

Similar leave provisions shall apply to any female employee under tenure adopting an infant child.

13. HEALTH-CARE INSURANCE PROGRAMS

- A. The Board of Education will pay the premium for each employee and his eligible dependents (full family coverage) who enrolls in the health-care insurance program provided by the Board of Education.
- B. Provisions of the health-care insurance program shall be detailed in master policies on file in the Board of Education office and in individual certificates issued to those employees who enroll. The provisions of the health-care insurance program shall include:
 - 1. Hospital room and board and miscellaneous covered charges.
 - 2. Out-patient benefits.
 - 3. Laboratory fees, diagnostic expenses and therapy treatments.
 - 4. Maternity costs.
 - 5. Surgical costs.
 - 6. Major Medical coverage.
 - 7. A dental plan for the employee (only) beginning July 1, 1980 with a maximum annual Board contribution of \$135.20 per employee.

14. SIX PERCENT (6%) PAYROLL DEDUCTIONS TO PROVIDE FOR BI-WEEKLY PAY PERIODS

The Board of Education agrees to withhold six percent (6%) from each of the twenty-four (24) salary checks in order to provide for bi-weekly pay periods (twenty-six (26) pay periods during the fiscal year).

A pay date schedule will be arranged for each fiscal year in order to insure that each employee receives a check every other Friday.

15. CLOTHING ALLOWANCE

1. Effective July 1, 1977, an annual clothing allowance not to exceed Fifty Dollars (\$50) will be granted. Reimbursement will be made within 30 days of presentation by the employee of an itemized bill for approved work uniforms.
2. Present practices with respect to the provision of foul weather gear will be continued during the term of this Agreement.

16. LOCKERS

Lockers will be provided for each member.

17. EVALUATIONS

An annual evaluation of each custodial, grounds and maintenance employee shall be completed by the immediate supervisor before March 1.

18. DEDUCTION FROM SALARY

The Board agrees to deduct dues from the salaries of the Bloomfield Public School Service Association members. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (NJS 52:14-15.9e). Said monies shall be transmitted to the treasurer of the association by the 15th of each month following the monthly pay period in which the deductions were made.

The Association shall certify to the Board in writing the current rate of its membership dues and shall submit a listing of Association members before June 15 of each year.

Any employee may have such deductions discontinued only by prior written notice to the Board Secretary effective January 1 or July 1 of any year. Upon termination of employment, an employee's remaining amount due for the current year shall be deducted from his final pay.

18. DEDUCTION FROM SALARY (cont'd)

Members may participate in tax sheltered annuity programs offered by the Variable Annuity Life Insurance Company (VALIC) or the Supplemental Annuity Collective Trust of the Division of Pensions of the State of New Jersey or a combination of the two programs. Each member desiring to participate in a tax sheltered annuity program will complete the necessary salary reduction agreement for the plan or plans desired. The maximum total salary reduction that a member may specify is 10% of the annual contract salary whether the member is participating in either one or both of the plans offered. Any salary agreement for the plan offered by the Variable Annuity Life Insurance Company must be filed with the Board of Education on or before June 30th each year. Salary reduction agreements and any changes thereto for the Supplemental Annuity Collective Trust Program will be filed with the Board of Education under the rules and regulations of the Division of Pensions of the State of New Jersey. It is each participating member's responsibility to maintain the necessary income tax records for either of these tax sheltered programs. The Board of Education is relieved of any responsibility after forwarding the monthly salary reduction monies to the Variable Annuity Life Insurance Company or to the Supplemental Annuity Collective Trust.

19. ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or Association member is mutually scheduled by the parties to this contract to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, after the regular work day. The Business Office and the Principal of the building shall be notified in advance of the time and place of all such meetings. Approval will be contingent upon prior scheduled use.
- C. The Association shall have the right, with permission of the Superintendent, to use full facilities and equipment, including typewriters, calculating machines and all types of audio visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall provide materials and supplies incident to such use.
- D. The Association shall have the right to use inter school mail facilities and school mailboxes as it deems necessary.
- E. All other Association business activities will be conducted during non-working hours.

20. LICENSE REQUIREMENT

Each full time building custodian, grounds crew member, utility man, general mechanic I and general mechanic II will be required to obtain a Black Seal fireman's license issued by the State of New Jersey during the first full year's contractual employment as one requirement for tenure status. The initial application fee (\$10.00) will be paid by the Board. If the applicant is not successful in passing the examination on the first two attempts, additional application fees will be paid by him. Annual renewal fees will be paid by the Board.

Personnel who are contractual employees on July 1, 1972, and who do not have the Black Seal license, will have until July 1, 1973 to obtain it.

After July 1, 1973, where the license requirement has not been met, each case will be reviewed by the Board to determine if continued employment is warranted, or if the individual employment contract should be terminated.

21. HEAD CUSTODIAN - SUBSTITUTE

An Assistant Custodian or a regular full-time employee who is * assigned to assume the duties of the Head Custodian, due to the latter's absence for illness or injury, will receive the rate of pay in the higher classification on the salary guide if such substitute completes ten (10) continuous work days as substitute for the Head Custodian. *(a member of this Association)

A. Upon application for review by the Board of Education, the Superintendent of Schools shall prepare a written review of the case which shall include all written reports submitted at prior levels as well as his findings, for the Board of Education which said report shall be submitted to the complainant for his or her review at least 5 days prior to the scheduled hearing of the case by the Board.

Level 4: The aggrieved person may, after a hearing by the Board as per level 4, if not wholly satisfied by their judgement appeal to an arbitration committee. This committee shall be composed of one representative of the Board of Education, one representative of the administration and one representative of the Franklin Custodial Association which said committee shall review each factual allegation of the controversy, the probable effect upon the complainant and the school system in event of acceptance or rejection of the relief sought and further confer with the principal parties involved or their representatives as to the factual allegations and decide on the arbitrability of the case. Should this committee deem it necessary, the aggrieved may then proceed to enter into non-binding advisory arbitration.

Within ten (10) days after the decision of the committee, the Board and the Franklin Custodial Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

The arbitrator so selected shall confer with both parties and their representatives and issue his decision not later than twenty (20) days after said conferences. The arbitrator's decision shall be in writing and set forth his findings on the issues submitted.

The arbitrator's decision shall be submitted to the Board and the Association and shall be advisory and non-binding on the parties.

The cost of said arbitration shall be equally borne by both the Board and the aggrieved or the representatives.

II. In all informal grievance proceedings both parties shall endeavor to dispose of the same by direct conferences and without the intervention of any third parties. However, either party may, below the third level of the formal proceedings, with the consent of the other, upon 3 days notice, advise the other party of his, her or its desire to have a representative appear with or for him, her, or them, in which case, said proceedings shall be continued thereafter with such representative present for and on behalf of the party concerned. However, at the third or fourth level, either party may have a representative of his own choice present at his discretion upon 3 days notice and without the consent of the other party. If more than one representative is desired by a party in proceedings below the 4th level, this may be done, if it is mutually agreeable to both parties.

A. Any individual employee, groups of employees and representatives of minority groups shall within the framework of this policy have the right to be heard as herein provided.

B. All appeals before the Board of Education after the submission of reports and a hearing as herein provided shall be decided by the Board by resolution and its decision regarding the subject dispute shall be communicated through the chief administrator of the school system to all employees affected by the said decision.